

ORIGINAL

AO 133 (Rev. 9/89) Bill of Costs

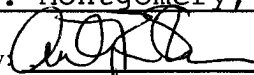
UNITED STATES DISTRICT COURTMIDDLE

District of

PENNSYLVANIADAVID B. CORNEAL AND
SANDRA Y. CORNEAL
V.**BILL OF COSTS**JACKSON TOWNSHIP, ET AL.Case Number: 1:CV-001192Judgment having been entered in the above entitled action on 7/28/03 against Plaintiffs,
Date
the Clerk is requested to tax the following as costs:

Fees of the Clerk	\$ <u>N/A</u>
Fees for service of summons and subpoena	<u>161.50</u>
Fees of the court reporter for all or any part of the transcript necessarily obtained for use in the case	<u>3,039.66</u>
Fees and disbursements for printing	<u> </u>
Fees for witnesses (itemize on reverse side)	<u> </u>
Fees for exemplification and copies of papers necessarily obtained for use in the case	<u>60.00</u>
Docket fees under 28 U.S.C. 1923	<u> </u>
Costs as shown on Mandate of Court of Appeals	<u> </u>
Compensation of court-appointed experts	<u> </u>
Compensation of interpreters and costs of special interpretation services under 28 U.S.C. 1828	<u> </u>
Other costs (please itemize)	<u>2,472.18</u>
TOTAL	\$ <u>5,733.34</u>

SPECIAL NOTE: Attach to your bill an itemization and documentation for requested costs in all categories.

DECLARATIONI declare under penalty of perjury that the foregoing costs are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed. A copy of this bill was mailed today with postage prepaid to: Bridget E. Montgomery, Esquire.Signature of Attorney: Name of Attorney: Anthony R. Sherr, EsquireFor: Defendants, Jackson Township, et al

Name of Claiming Party

Date: 8/7/03Costs are taxed in the amount of and included in the judgment.

Clerk of Court

By:

Deputy Clerk

Date

WITNESS FEES (computation, cf. 28 U.S.C. 1821 for statutory fees)							
NAME AND RESIDENCE	ATTENDANCE		SUBSISTENCE		MILEAGE		Total Cost Each Witness
	Days	Total Cost	Days	Total Cost	Miles	Total Cost	
Max McClintic RD 1 Spring Mills, PA							\$15
Fred McClintic RD1 Spring Mills, PA							15
Terry Williams 720 South Atherton ST. State College, PA							15
David Simpson RD 1 Box 284A Huntingdon, PA							15
					TOTAL		60

NOTICE

Section 1924, Title 28, U.S. Code (effective September 1, 1948) provides:

"Sec. 1924. Verification of bill of costs."

“Before any bill of costs is taxed, the party claiming any item of cost or disbursement shall attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.”

See also Section 1920 of Title 28, which reads in part as follows:

“A bill of costs shall be filed in the case and, upon allowance, included in the judgment or decree.”

The Federal Rules of Civil Procedure contain the following provisions:

Rule 54 (d)

“Except when express provision therefor is made either in a statute of the United States or in these rules, costs shall be allowed as of course to the prevailing party unless the court otherwise directs, but costs against the United States, its officers, and agencies shall be imposed only to the extent permitted by law. Costs may be taxed by the clerk on one day’s notice. On motion served within 5 days thereafter, the action of the clerk may be reviewed by the court.”

Rule 6(e)

“Whenever a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper upon him and the notice or paper is served upon him by mail, 3 days shall be added to the prescribed period.”

Rule 58 (In Part)

“Entry of the judgment shall not be delayed for the taxing of costs.”

**IN THE UNITED STATES DISTRICT COURT FOR
THE MIDDLE DISTRICT OF PENNSYLVANIA**

DAVID B. CORNEAL AND
SANDRA Y. CORNEAL

vs.

JACKSON TOWNSHIP, et al.

:
:
:
:
:
:

CASE NO. 1:00-CV-1192

(JUDGE RAMBO)

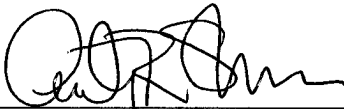
JURY TRIAL DEMANDED

ITEMIZATION AND DOCUMENTATION

1. Invoice for Surveying Services from David Simpson \$83.19;
2. Invoice from Copy Rite for copies \$84.82;
3. Invoices (2) from Day Inn Penn State for conference room for depositions \$90.00;
4. Invoice from Capitol Copy Service in the amount of \$1,202.25;
5. Invoice from Conlin's for copies \$271.66;
6. Invoices (2) from Conlins for copies of Trial Exhibits \$740.26;
7. Invoice from State Constable Services for service of four subpoenas \$161.50;
8. Invoice from Geiger & Loria Reporting – deposition of David Corneal \$481.75
9. Invoice from Geiger & Loria Reporting – deposition of Barry Parks \$290.40
10. Invoice from Geiger & Loria Reporting – deposition of Ann Wirth \$462.55
11. Invoice from Geiger & Loria Reporting – deposition of W. Thomas Wilson \$504.00
12. Invoice from Geiger & Loria Reporting – deposition of David Van Dommelen \$336.70
13. Invoice from Geiger & Loria Reporting – deposition of Lawrence Newton \$265.75
14. Invoice from MLP Reporting - deposition of Terry Williams, Esquire and David Simpson \$364.31
15. Invoice from Sargent's Court Reporting – deposition of Ralph Weiler \$99.60

16. Invoice from Barbara Donatelli Court Reporter – deposition of George W. Fasic and Allen G. Heist \$234.60

MAYERS, MENNIES & SHERR, LLP

BY: 

ANTHONY R. SHERR, ESQUIRE
Attorney for Defendants

3031 Walton Road, Building A
Suite 330, P.O. Box 1547
Blue Bell, PA 19422-0440
(610) 825-0300
Fax (610) 825-6555

FROM:

DAVID A. SIMPSON
REGISTERED SURVEYOR
R. D. 1 BOX 284 A
HUNTINGDON, PA. 16652

TO:

MR. ANTHONY R. SHERR
3031 WALTON ROAD
BUILDING A SUITE 330
BLUE BELL, PA. 19422-0440

**INVOICE FOR
SURVEYING
SERVICES**

PLEASE PAY UPON RECEIPT

TERMS / billing will occur monthly,
with a \$ 5.00 service charge, per in-
voice, and 1.5% interest per month (18
% annual rate) applied to outstanding
invoice balances, beginning 30 days
from the date of the initial invoice.

INVOICE DATE: July 16, 2001

PROPERTY OWNER: David B. Corneal

INVOICE NO. : 71601-1a

TAX ASSESSMENT # : 22 - 19 - 20

LOCATION : JACKSON TOWNSHIP / HUNTINGDON COUNTY / PENNSYLVANIA

DESCRIPTION

One half the cost of copying and preparing for the shipping of the copies of the survey files contents. (total time 1.5 Hrs.) this invoice: 0.75 Hr. x \$ 24 = 18.00	\$ 18.00
--	----------

One half the cost of actual copies. (see enclosed Copy-Rite receipt)	\$ 42.41
---	----------

Mileage to deposition in State College, Pa. 71.2 miles at \$ 0.32 per mile.	\$ <u>22.78</u>
--	-----------------

INVOICE TOTAL : \$ 83.19

DUE DATE

NAME

PHONE

☐ CUSTOMER CALLED

COPY·Rite

**105 Mt. Vernon Avenue
Huntingdon PA 16652
Telephone (814) 644-0360**

Days Inn Penn State
Banquet Event Order

Post As: Deposition

Group: Mayers, Mennies & Sheer

Contact: Cheryl Zeigler

3031 Walton Rd Bldg A

PO BOX 1547

Blue Bell, PA 19422

USA

Phone: (610)825-0300

Fax: (610)825-6335

Billing: Payment with credit card on departure

Date: Friday, June 15, 2001.

Status: DEFINITE

Sales: BARBARA

Catering: BARBARA

Conv Svc: BARBARA

Guarantee: _____ Set: _____

PS ZIEG

Date	From - To	Event Type	Room	Expected
06/15/2001	10:00am-05:00pm	Deposition		7

AM Break Menu:

Serve at 09:45a

Coffee, tea, decaf

Price per person: \$1.00++

Setup:

Room Rental charge: \$45.00

Conference style

Ice Water

Food Menu Notes:

++Add 6% sales tax and 18% taxable service charge

Event Order: 6908 Acct Nbr: 1807 Date Printed: Thursday, May 24, 2001. @ 2:54:19pm

GUARANTEED ATTENDANCE IS REQUIRED 72 HOURS PRIOR TO FUNCTION

The undersigned customer, having read this BANQUET CONTRACT, and the TERMS, CONDITIONS, and CANCELLATION POLICY on the reverse side, accepts the foregoing by signature.

Hotel Representative: Barbara ZeiglerDate: 5/24/01

Client's Approval: _____

Date: _____

- If no guarantee is received 72 hours prior to the event, the Hotel will prepare and charge for the number of persons estimated from the function contract. No reduction of guarantee will be accepted after this time period. The Hotel will set up and prepare 5% over the guaranteed number.
- All banquet checks must be signed by the person in charge or a designated representative (in writing) at the completion of each function. Any discrepancies in counts or charges must be identified and resolved at that time.
- Deposits are sometimes required for a function and will be determined at time of booking. The balance is due three (3) business days prior to the function, unless prior billing arrangements have been made in advance. Tax exempt status verification and Certificate must be filed with the Hotel prior to time of payment. The deposit will be applied to your final payment, which will be paid upon departure at the end of the function or within 30 days with approved credit.
- All banquet service functions are subject to service charges (gratuity) and applicable State and local taxes.
- Final menu selections must be submitted at least two (2) weeks prior to the function to insure the availability of the desired food and beverage items.
- No food or beverage of any kind will be permitted to be brought into, or removed from, any banquet/meeting room by any guest without the prior written approval of the General Manager.
- Function guests will be admitted to the banquet room and expected to depart at the times stated on the function contract.
- The Hotel accepts no responsibility for loss or damage to merchandise, exhibits or any items left in the Hotel prior to or following any function.
- The customer is responsible for the arrangements and all expenses of shipping materials, merchandise, exhibits, or any other items to and from the Hotel. The Hotel must be notified in advance of shipping arrangements to insure proper acceptance of these items upon arrival at the Hotel. These items will only be accepted at the Hotel within seven (7) days prior to the function, due to limited storage space.
- The customer is responsible and shall reimburse the Hotel for any damage, loss or liability incurred by any of the customer's guests or any persons or organizations contracted by the customer to provide any service or goods before, during and after the function.
- The Hotel reserves the right to move functions to other meeting/function rooms other than those appearing on the contract without prior notification, if the Hotel deems it necessary.
- Any items to be attached to any meeting room or lobby walls, or any directional signs must have approval from the Sales Office.
- If the customer hires, retains or employs entertainment of any kind for the function, the customer will be responsible for any theft or damage to any Hotel property or equipment, as well as legal responsibility for nature of entertainment.
- The Hotel will arrange, upon request, for all audio/visual requirements for your function. Charges for this, including delivery and set up, will be quoted on an individual function basis.
- The Hotel shall not be liable for non-performance of this contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations or restrictions upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, Acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of the Hotel, preventing or interfering with the Hotel's performance.
- Where appropriate, the term "Hotel" refers to this Hotel and its parent company and/or its management company, its Officers, Directors, Agents, Employees and Independent Contractors and not intended necessarily to refer to the particular Hotel building where the function is being held.

CANCELLATION POLICY

Written notification must be provided to the Days Inn Penn State in the event of any cancellation of a Group event. The Group will be assessed and agrees to pay the following amounts in the event of cancellation:

- **CANCELLATIONS THREE (3) MONTHS or MORE IN ADVANCE OF EVENT DATE:**
No charges will be imposed upon Group, unless prior special arrangements have been required and agreed to by Group.
- **CANCELLATIONS WITHIN ONE (1) TO THREE (3) MONTHS PRIOR TO EVENT DATE:**
*Fifty percent (50%) of total *lost revenue (meeting packages, guestrooms, rentals, etc).*
- **CANCELLATIONS BETWEEN 15 DAYS TO ONE (1) MONTH PRIOR TO SCHEDULED EVENT:**
*Seventy-five percent (75%) of total *lost revenue (meeting packages, guestrooms, rentals, etc).*
- **CANCELLATIONS 14 DAYS or LESS PRIOR TO SCHEDULED EVENT:**
*Full amount of total *lost revenue (meeting packages, guestrooms, rentals, etc).*

In the event a final menu selection has not been provided to the Days Inn Penn State, the amount to be charged for menu price shall be the average price of the Group menu prices in effect at such time.

*"Lost revenue" equals total revenue from canceled meetings, meals and/or individual guestrooms multiplied by the above stated percentages.

**Days Inn Penn State
Banquet Event Order**

Post As: Mayers, Mennies & Sheer
Group: Mayers, Mennies & Sheer
Contact: Cheryl Zeigler
3031 Walton Rd Bldg A
PO BOX 1547
Blue Bell, PA 19422
USA
Phone: (610)825-0300
Fax: (610)825-6555
Billing: Payment with credit card on departure

Date: Thursday, July 12, 2001.
Status: DEFINITE
Sales: TAMMY ZANGHI
Catering: BARBARA
Conv Svc: BARBARA

Guarantee: _____ Set: _____
78 MAY

Date	From - To	Event Type	Room	Expected
07/12/2001	10:00am-05:00pm	Deposition		7

AM Break Menu:

Serve at 09:45a

Coffee, tea, decaf

Price per person: \$1.00++

Setup:

Room Rental charge: \$45.00

Conference style

Ice Water

Food Menu Notes:

++Add 6% sales tax and 18% taxable service charge

Event Order: 7279 Acct Nbr: 1807 Date Printed: Tuesday, July 3, 2001. @ 3:43:40pm

GUARANTEED ATTENDANCE IS REQUIRED 72 HOURS PRIOR TO FUNCTION

The undersigned customer, having read this BANQUET CONTRACT, and the TERMS, CONDITIONS, and CANCELLATION POLICY on the reverse side, accepts the foregoing by signature.

Hotel Representative: Robert L. [Signature] Date: 7-3-01 Client's Approval: _____ Date: _____

Days Inn Penn State 240 South Pugh Street State College PA 16801 Phone:(814) 238-8454 Fax:(814) 234-3377

TERMS AND CONDITIONS

- If no guarantee is received 72 hours prior to the event, the Hotel will prepare and charge for the number of persons estimated from the function contract. No reduction of guarantee will be accepted after this time period. The Hotel will set up and prepare 5% over the guaranteed number.
- All banquet checks must be signed by the person in charge or a designated representative (in writing) at the completion of each function. Any discrepancies in counts or charges must be identified and resolved at that time.
- Deposits are sometimes required for a function and will be determined at time of booking. The balance is due three (3) business days prior to the function, unless prior billing arrangements have been made in advance. Tax exempt status verification and Certificate must be filed with the Hotel prior to time of payment. The deposit will be applied to your final payment, which will be paid upon departure at the end of the function or within 30 days with approved credit.
- All banquet service functions are subject to service charges (gratuity) and applicable State and local taxes.
- Final menu selections must be submitted at least two (2) weeks prior to the function to insure the availability of the desired food and beverage items.
- No food or beverage of any kind will be permitted to be brought into, or removed from, any banquet/meeting room by any guest without the prior written approval of the General Manager.
- Function guests will be admitted to the banquet room and expected to depart at the times stated on the function contract.
- The Hotel accepts no responsibility for loss or damage to merchandise, exhibits or any items left in the Hotel prior to or following any function.
- The customer is responsible for the arrangements and all expenses of shipping materials, merchandise, exhibits, or any other items to and from the Hotel. The Hotel must be notified in advance of shipping arrangements to insure proper acceptance of these items upon arrival at the Hotel. These items will only be accepted at the Hotel within seven (7) days prior to the function, due to limited storage space.
- The customer is responsible and shall reimburse the Hotel for any damage, loss or liability incurred by any of the customer's guests or any persons or organizations contracted by the customer to provide any service or goods before, during and after the function.
- The Hotel reserves the right to move functions to other meeting/function rooms other than those appearing on the contract without prior notification, if the Hotel deems it necessary.
- Any items to be attached to any meeting room or lobby walls, or any directional signs must have approval from the Sales Office.
- If the customer hires, retains or employs entertainment of any kind for the function, the customer will be responsible for any theft or damage to any Hotel property or equipment, as well as legal responsibility for nature of entertainment.
- The Hotel will arrange, upon request, for all audio/visual requirements for your function. Charges for this, including delivery and set up, will be quoted on an individual function basis.
- The Hotel shall not be liable for non-performance of this contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations or restrictions upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, Acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of the Hotel, preventing or interfering with the Hotel's performance.
- Where appropriate, the term "Hotel" refers to this Hotel and its parent company and/or its management company, its Officers, Directors, Agents, Employees and Independent Contractors and not intended necessarily to refer to the particular Hotel building where the function is being held.

CANCELLATION POLICY

Written notification must be provided to the Days Inn Penn State in the event of any cancellation of a Group event. The Group will be assessed and agrees to pay the following amounts in the event of cancellation:

- **CANCELLATIONS THREE (3) MONTHS or MORE IN ADVANCE OF EVENT DATE:**
No charges will be imposed upon Group, unless prior special arrangements have been required and agreed to by Group.
- **CANCELLATIONS WITHIN ONE (1) TO THREE (3) MONTHS PRIOR TO EVENT DATE:**
*Fifty percent (50%) of total *lost revenue (meeting packages, guestrooms, rentals, etc).*
- **CANCELLATIONS BETWEEN 15 DAYS TO ONE (1) MONTH PRIOR TO SCHEDULED EVENT:**
*Seventy-five percent (75%) of total *lost revenue (meeting packages, guestrooms, rentals, etc).*
- **CANCELLATIONS 14 DAYS or LESS PRIOR TO SCHEDULED EVENT:**
*Full amount of total *lost revenue (meeting packages, guestrooms, rentals, etc).*

In the event a final menu selection has not been provided to the Days Inn Penn State, the amount to be charged for menu price shall be the average price of the Group menu prices in effect at such time.

*"Lost revenue" equals total revenue from canceled meetings, meals and/or individual guestrooms multiplied by the above stated percentages.

CAPITOL COPY SERVICE

322 Market Street
P.O. Box 60341
Harrisburg, PA 17106-0341
(717) 233-2250 Fax (717) 233-2529
customerservice@capitolcopy.net
Find Us On The Web at www.capitolcopy.net

Tony Sherr
MAYERS, MENNIES & SHERR LLP
3031 Walton Road
Building A, Suite 330
P.O. Box 1547
Blue Bell, PA 19422-0440

Invoice #: 00024387
Invoice Date 6/4/01
Case/ File# None
Reference Corneal
Terms Net 30

Fed ID# 25-1713765

QTY.	DESCRIPTION	COST	TOTAL
	Our Work Order # 30773		
	Pick-Up & Delivery - N/C		
7,405	B/W Copies Level (C) Pricing	\$0.12	\$888.60
74	Industrial Size Copies 24 x 36	\$2.50	\$185.00
26	Industrial Size Copies 24 x 30	\$2.00	\$52.00
24	B/W Copies Level (C) Pricing 11 x 17	\$0.15	\$3.60
10	Photo Quality Color Copies	\$0.50	\$5.00
<p><i>Thank You For Choosing Capitol Copy Service!!!</i> <i>The Quickest, Most Economical And Most Accurate Duplication Service In Central PA.</i> <i>Proudly Serving The Legal Market For 9 Years.</i></p>			

PLEASE REMIT TO OUR POST OFFICE BOX
ACCOUNTS OVER 30 DAYS FROM DATE OF INVOICE ARE SUBJECT TO A 1.5% FINANCE
CHARGE (.50 MINIMUM) WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%

Total Charges	\$1,134.20
Sales Tax	\$68.05
TOTAL	\$1,202.25



Conlin's Copy Center

166 Allendale Road
King of Prussia, PA 19406
(610) 337-4460 Fax (610) 337-8248
Email: kingofprussia@conlinscopy.com
Federal E.I.N. #23-2134217

52 W. Lancaster Pike
Malvern, PA 19355
(610) 647-6100 Fax (610) 296-8552
Email: malvern@conlinscopy.com

115 Witmer Road
Horsham, PA 19044
(215) 323-9970 Fax (215) 323-9988
Email: horsham@conlinscopy.com

Sold To: MAYERS, MENNIES & SHERR
3031 WALTON RD/BLDG A
SUITE 330 / PO BOX 1547
BLUE BELL PA 19422-0440

Invoice Number: 139001
Page: 1
Date: 5/31/2002
Customer Number: MAYE01

P.O. # ANTHONY R SHERR

TERMS: NET 30 DAYS

Description/Comments	Amount
JACKSON ADV CORNEAL - (482) ORIGINALS (1-50) MYLAR TABS - 6 SETS, BINDER CLIPS	252.78
PICKUP AND DELIVERY	3.50

Id 7-1-02
\$470.8

Remit To: Conlin's Copy Center
166 Allendale Road
King of Prussia, PA 19406

Subtotal	256.28
Total Taxes	15.38
Total Amount	271.66



Conlin's Copy Center

166 Allendale Road
King of Prussia, PA 19406
(610) 337-4460 Fax (610) 337-8248
Email: kingofprussia@conlinscopy.com
Federal E.I.N. #23-2134217

52 W. Lancaster Pike
Malvern, PA 19355
(610) 647-6100 Fax (610) 296-8552
Email: malvern@conlinscopy.com

115 Witmer Road
Horsham, PA 19044
(215) 323-9970 Fax (215) 323-9988
Email: horsham@conlinscopy.com

Sold To: MAYERS, MENNIES & SHERR
3031 WALTON RD/BLDG A
SUITE 330 / PO BOX 1547
BLUE BELL PA 19422-0440

Invoice Number: 156508
Page: 1
Date: 03/28/2003
Customer Number: MAYE01

P.O. # ANTHONY SHERR/CHERYL

TERMS: NET 30 DAYS

Description/Comments	Amount
"EMC--JACKSON TUP A DO CORNEAL" (945) ORIGINALS B/W 8.5X11 4 SETS, 68 TABS/TYPESET--4 SETS, VOL.1 AND VOL.2--TYPESET, 4--30X18 OCE COPIES, FOLDED, 3-HOLE DRILLED, 8--24X18 OCE COPIES, FOLDED, 3-HOLE DRILLED,(2) ORIGINALS B/W 8.5X11 4 EACH,8--BINDERS	524.98
PICK UP AND DELIVERY	3.50

Remit To: Conlin's Copy Center
166 Allendale Road
King of Prussia, PA 19406

Subtotal	528.48
Total Taxes	31.71
Total Amount	560.19



Conlin's Copy Center

166 Allendale Road
King of Prussia, PA 19406
(610) 337-4460 Fax (610) 337-8248
Email: kingofprussia@conlinscopy.com
Federal E.I.N. #23-2134217

52 W. Lancaster Pike
Malvern, PA 19355
(610) 647-6100 Fax (610) 296-8552
Email: malvern@conlinscopy.com

115 Witmer Road
Horsham, PA 19044
(215) 323-9970 Fax (215) 323-9988
Email: horsham@conlinscopy.com

Sold To: MAYERS, MENNIES & SHERR
3031 WALTON RD/BLDG A
SUITE 330 / PO BOX 1547
BLUE BELL PA 19422-0440

Invoice Number: 156896
Page: 1
Date: 03/31/2003
Customer Number: MAYE01

P.O. # CHERYL

TERMS: NET 30 DAYS

Description/Comments	Amount
"EMC- JACKSON ADV CORNEAL" (380) ORIGINALS B/W 8.5X11 4 SETS, 32 TABS--5 SETS	166.38
PICK UP AND DELIVERY	3.50

QB #5483
4-23-03

4/25/03

Remit To: Conlin's Copy Center
166 Allendale Road
King of Prussia, PA 19406

Subtotal	169.88
Total Taxes	10.19
Total Amount	180.07

Invoice



STATE CONSTABLE SERVICES
PO BOX 624 HOLLIDAYSBURG, PA 16648
PHONE 800 891 9323 FAX 814 943 4535
COST SHEET

DAVE METZGER-B001731 12 MIKE METZGER-B0017583

DISTRICT JUSTICE ANTHONY SHERR ESQ.
 DEFENDANT JACKSON TOWNSHIP

DISTRICT COURT # US DIST. MIDDLE
 DOCKET # CV-1192

SERVICE	FEE	#	
1. WARRANT	15.00 EA.		
2. TAKING CUSTODY OF DEFENDANT	5.00		
3. CONVEYANCE OF DEFENDANT TO COURT/PRISON	5.00		
4. ATTENDANCE AT ARRAIGNMENT	5.00		
5.			
6. COMMITMENT TO PRISON	5.00		
7. RELEASE FOR HEARING	5.00		
8. RETURN OF PROCESS	2.50		
9. FINGERPRINTING # OF DEF. _____	10.00/EA.		
TIME EXPENDED _____ HRS.	10.00/HR		
10. HOLD-OVER TIME: _____ HRS. BEYOND FIRST 1/2 HR.	10.00/HR		
11. CONVEYANCE OF DEFENDANT TO FINGERPRINTING	5.00		
12. SUBPOENA <u>REISSUED</u>	25.00	<u>25.00</u>	
<u>2 ATTEMPTS + 1 SERVED = 3 ADDITION</u>			
13. MILEAGE: <u>250</u> MILES AT <u>34.5</u> CENTS PER MILE		<u>86.50</u>	
TOTAL DUE CONSTABLE		<u>161.50</u>	
SURCHARGE DUE PER 'Criminal' DOCKET NUMBER	5.00 EA.		
TOTAL OF ALL CHARGES:		<u>161.50</u>	

I SWEAR OR AFFIRM THAT THE COSTS HEREBY SUBMITTED FOR PAYMENT AS SET FORTH ABOVE ARE TRUE, CORRECT AND ACCURATE TO BE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND ARE SUBJECT TO THE PENALTIES OF 18 PA. C.S.A. § 4904 (RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES).

SIGNATURE [Signature]

COMPLETED

DATE SERVED 8 3 01

SIGNATURE _____

DATE SERVED _____

AO 88 (11/91) Subpoena in a Civil Case

United States District Court

MIDDLE

DISTRICT OF PENNSYLVANIA

DAVID B. CORNEAL AND
SANDRA Y. CORNEAL

V.

SUBPOENA IN A CIVIL CASE

JACKSON TOWNSHIP, ET AL.

CASE NUMBER: 1:CV-1192

TO: Max McClintic
RD 1
Spring Mills, PA

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

Days Inn - 240 S, Pugh Street
State College, PA 16801 (814) 238-8454

July 12, 2001
1:00 p.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE ATTACHED

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

Defendants

June 21, 2001

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Anthony R. Sherr, Esquire
3031 Walton Rd., Bldg. A, Suite 330, P.O. Box 1547, Blue Bell, PA 19422-0440
(610) 825-0300

ADDENDUM TO SUBPOENA

All documents in deponent's possession dealing any any way with David and/or Sandra Corneal, their property in Jackson Township, Huntingdon County, Pennsylvania including but not limited to:

- 1) All invoices, request, bills and other documents reflecting requests for payments from the Corneals and/or construction on the aforesaid property and/or attempts to subdivide or otherwise develop the property.
- 2) All correspondence, Minutes, e-mails, memos, or documents of any nature, which relate in any way to David and Sandra Corneal and/or their property in Jackson Township, Huntingdon County, Pennsylvania including all documents relating to surveys, subdivision approval, sewage modules, attempts to subdivide the property and/or develop the property.

AO 88 (11/91) Subpoena in a Civil Case

United States District Court

MIDDLE

DISTRICT OF

PENNSYLVANIA

DAVID B. CORNEAL AND
SANDRA Y. CORNEAL
V.

SUBPOENA IN A CIVIL CASE

JACKSON TOWNSHIP, ET AL.

CASE NUMBER: 1:CV-1192

TO: Fred McClintic
RD 1
Spring Mills, PA

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

Days Inn - 240 S, Pugh Street
State College, PA 16801 (814) 238-8454

July 12, 2001
10:00 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE ATTACHED

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

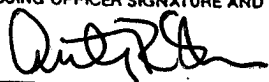
PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S NAME AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE



Defendants

June 21, 2001

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

3031 Walton Rd., Bldg. A, Suite 330, Anthony R. Sherr, Esquire
(610) 825-0300, P.O. Box 1547, Blue Bell, PA 19422-0440

ADDENDUM TO SUBPOENA

All documents in deponent's possession dealing any any way with David and/or Sandra Corneal, their property in Jackson Township, Huntingdon County, Pennsylvania including but not limited to:

- 1) All invoices, request, bills and other documents reflecting requests for payments from the Corneals and/or construction on the aforesaid property and/or attempts to subdivide or otherwise develop the property.
- 2) All correspondence, Minutes, e-mails, memos, or documents of any nature, which relate in any way to David and Sandra Corneal and/or their property in Jackson Township, Huntingdon County, Pennsylvania including all documents relating to surveys, subdivision approval, sewage modules, attempts to subdivide the property and/or develop the property.

AO 88 (11/91) Subpoena in a Civil Case

United States District Court

MIDDLE

DISTRICT OF

PENNSYLVANIA

DAVID B. CORNEAL AND
SANDRA Y. CORNEAL
V.

SUBPOENA IN A CIVIL CASE

CASE NUMBER: 1:CV 1192

JACKSON TOWNSHIP, ET AL.

TO: Terry Williams
720 South Atherton Street
State College, PA 16801-4628

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

Days Inn - 240 S. Pugh Street
State College, PA 16801 (814) 238-8454

June 15, 2001 2:30 p.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE ATTACHED

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b) (6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

Attorney for Defendants

May 24, 2001

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Anthony R. Sherr, Esquire, 3031 Walton Rd., Bldg. A, Ste. 330, P.O. BOX 1547
Blue Bell, PA 19422-0440
(610) 825-0300

ADDENDUM TO SUBPOENA

All documents in deponent's possession dealing any any way with David and/or Sandra Corneal, their property in Jackson Township, Huntingdon County, Pennsylvania including but not limited to:

- 1) All invoices, request, bills and other documents reflecting requests for payments from the Corneals and/or construction on the aforesaid property and/or attempts to subdivide or otherwise develop the property.
- 2) All correspondence, Minutes, e-mails, memos, or documents of any nature, which relate in any way to David and Sandra Corneal and/or their property in Jackson Township, Huntingdon County, Pennsylvania including all documents relating to surveys, subdivision approval, sewage modules, attempts to subdivide the property and/or develop the property.

AO 88 (11/91) Subpoena in a Civil Case

United States District Court

MIDDLE

DISTRICT OF PENNSYLVANIA

DAVID B. CORNEAL AND
SANDRA Y. CORNEAL
V.

SUBPOENA IN A CIVIL CASE

JACKSON TOWNSHIP, ET AL.

CASE NUMBER: 1:CV-1192

TO: David Simpson
RD 1 Box 284A
Huntingdon, PA

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Days Inn - 240 S. Pugh Street
State College, PA 16801 (814) 238-8454

DATE AND TIME

July 10, 2001
1:00 p.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE ATTACHED

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

Defendants

June 21, 2001

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Anthony R. Sherr, Esquire
3031 Walton Rd., Bldg. A, Suite 330, P.O. Box 1547, Blue Bell, PA 19422-0440
(610) 825-0300

ADDENDUM TO SUBPOENA

All documents in deponent's possession dealing any any way with David and/or Sandra Corneal, their property in Jackson Township, Huntingdon County, Pennsylvania including but not limited to:

- 1) All invoices, request, bills and other documents reflecting requests for payments from the Corneals and/or construction on the aforesaid property and/or attempts to subdivide or otherwise develop the property.
- 2) All correspondence, Minutes, e-mails, memos, or documents of any nature, which relate in any way to David and Sandra Corneal and/or their property in Jackson Township, Huntingdon County, Pennsylvania including all documents relating to surveys, subdivision approval, sewage modules, attempts to subdivide the property and/or develop the property.

Geiger & Loria Reporting Service

2408 Park Drive, Suite B

Harrisburg, PA 17110

Phone #: (717)541-1508 Fax #: (717)541-1509

Invoice Date

3/16/2001

Invoice No.

4189

Employer I.D.

25-1679685

Terms

Net 30 Days

To: ANTHONY SHERR
MAYERS MENNIES & SHERR
3031 WALTON ROAD
BUILDING A, SUITE 330
BLUE BELL, PENNSYLVANIA 19422

Acct # 1,390

RE: CORNEAL VS JACKSON TOWNSHIP

Date: 2/22/2001

Case No.: 1:00-CV-1192

Past due invoices subject to
account service fee
computed at the rate of 12%
per annum, calculated daily
on the outstanding past due
balance.

Description	Qty	Amount	Charges
ORIGINAL TRANSCRIPT - DAVID CORNEAL	155	2.75	426.25
ATTENDANCE	1	50.00	50.00
SHIPPING	1	5.50	5.50
Total:			481.75

Method of Payment:

Cards

Check
enclosed

Credit card #

Expiration date

Authorized signature (for credit card payment)

Remittance Portion

Please return with payment to insure proper credit.

Mail to:

Geiger & Loria Reporting Service
2408 Park Dr., Suite B
Harrisburg, PA 17110

TOTAL DUE:**481.75**

4189 PB

Geiger & Loria Reporting Service

2408 Park Drive, Suite B

Harrisburg, PA 17110

Phone #: (717)541-1508 Fax #: (717)541-1509

Invoice Date

6/01/2001

Invoice No.

4810

Employer ID

25-1679685

Terms

Net 30 Days

Past due invoices subject to
account service fee
computed at the rate of 12%
per annum, calculated daily
on the outstanding past due
balance.

To: ANTHONY SHERR

Acct # 1390

MAYERS MENNIES & SHERR

3031 WALTON ROAD

BUILDING A, SUITE 330

BLUE BELL, PENNSYLVANIA 19422

RE: CORNEAL VS JACKSON TOWNSHIP

Date: 5/16/2001

Case No.:

Description	Qty	Amount	Charges
TRANSCRIPT - BARRY PARKS	170	1.65	280.50
EXHIBITS	33	0.30	9.90

Total: 290.40**Method of Payment:**Check
enclosed

Credit card #

Expiration date

Authorized signature (for credit card payment)

Remittance Portion

Please return with payment to insure proper credit.
Mail to:

Geiger & Loria Reporting Service
2408 Park Dr., Suite B
Harrisburg, PA 17110

TOTAL DUE**290.40**

4810 TB

Geiger & Loria Reporting Service

2408 Park Drive, Suite B

Harrisburg, PA 17110

Phone #: (717)541-1508 Fax #: (717)541-1509

Invoice Date

6/01/2001

Invoice No.

4814

Employer ID

25-1679685

Terms

Net 30 Days

To: ANTHONY SHERR

Acct #: 1,390

MAYERS MENNIES & SHERR

3031 WALTON ROAD

BUILDING A, SUITE 330

BLUE BELL, PENNSYLVANIA 19422

RE: CORNEAL VS JACKSON TOWNSHIP

Date: 5/17/2001

Case No.:

Past due invoices subject to
account service fee
computed at the rate of 12%
per annum, calculated daily
on the outstanding past due
balance.

Description	Qty	Amount	Charges
TRANSCRIPT - ANN WIRTH	253	1.65	417.45
EXHIBITS	132	0.30	39.60
SHIPPING	1	5.50	5.50

Total: 462.55**Method of Payment:**Check
enclosed

Credit card #

Expiration date

Authorized signature (for credit card payment)

Remittance Portion

Please return with payment to insure proper credit.
Mail to:

Geiger & Loria Reporting Service
2408 Park Dr., Suite B
Harrisburg, PA 17110

TOTAL DUE:**462.55**

4814 TB

Geiger & Loria Reporting Service

2408 Park Drive, Suite B

Harrisburg, PA 17110

Phone #: (717)541-1508 Fax #: (717)541-1509

Invoice Date

6/05/2001

Invoice No.

4854

Employer ID

25-1679685

Terms

Net 30 Days

Past due invoices subject to
account service fee
computed at the rate of 12%
per annum, calculated daily
on the outstanding past due
balance.

To: ANTHONY SHERR

Acct # 1390

MAYERS MENNIES & SHERR

3031 WALTON ROAD

BUILDING A, SUITE 330

BLUE BELL, PENNSYLVANIA 19422

RE: CORNEAL VS JACKSON TOWNSHIP

Date: 5/18/2001

Case No.:

Description	Qty	Amount	Charges
TRANSCRIPT - W. THOMAS WILSON	195	1.65	321.75
TRANSCRIPT - MICHAEL YODER	85	1.65	140.25
EXHIBITS	120	0.30	36.00
SHIPPING	1	6.00	6.00
Total:			504.00

Method of Payment:

Cards

Check
enclosed

Credit card #

Expiration date

Authorized signature (for credit card payment)

Remittance Portion

Please return with payment to insure proper credit.

Mail to:

Geiger & Loria Reporting Service
2408 Park Dr., Suite B
Harrisburg, PA 17110

TOTAL DUE:**504.00**

4854 TB

Geiger & Loria Reporting Service

2408 Park Drive, Suite B

Harrisburg, PA 17110

Phone #: (717)541-1508 Fax #: (717)541-1509

6/21/2001

Invoice #

4989

Employee ID

25-1679685

Term

Net 30 Days

Past due invoices subject to
account service fee
computed at the rate of 12%
per annum, calculated daily
on the outstanding past due
balance.

To: ANTHONY SHERR

Acct # 1390

MAYERS MENNIES & SHERR

3031 WALTON ROAD

BUILDING A, SUITE 330

BLUE BELL, PENNSYLVANIA 19422

RE: CORNEAL VS JACKSON TOWNSHIP

Date: 6/06/2001

Case No.:

Description	Qty	Amount	Charges
TRANSCRIPT - DAVID VAN DOMMELEN	188	1.65	310.20
EXHIBITS	70	0.30	21.00
SHIPPING	1	5.50	5.50

Total: 336.70**Method of Payment:**

VISA

Check
enclosed

Credit card #

Remittance Portion

Please return with payment to insure proper credit.
Mail to:

Geiger & Loria Reporting Service
2408 Park Dr., Suite B
Harrisburg, PA 17110

Expiration date

Authorized signature (for credit card payment)

TOTAL DUE:**336.70**

4 989 TB

Geiger & Loria Reporting Service

2408 Park Drive, Suite B

Harrisburg, PA 17110

Phone #: (717)541-1508 Fax #: (717)541-1509

Invoice Date: 7/03/2001

Invoice No: 5079

Printer ID: 25-1679685

Terms: Net 30 Days

Net 30 Days

Past due invoices subject to account service fee computed at the rate of 12% per annum, calculated daily on the outstanding past due balance.

To: ANTHONY SHERR
MAYERS MENNIES & SHERR
3031 WALTON ROAD
BUILDING A, SUITE 330
BLUE BELL, PENNSYLVANIA 19422

Acct #: 15390

RE: CORNEAL VS JACKSON TOWNSHIP

Date: 6/12/2001

Case No.:

Description	Qty	Amount	Charges
TRANSCRIPT - LAWRENCE NEWTON	151	1.65	249.15
EXHIBITS	37	0.30	11.10
SHIPPING	1	5.50	5.50

Total: 265.75**Method of Payment:**

Check enclosed



Credit card #

Expiration date

Authorized signature (for credit card payment)

Remittance Portion

Please return with payment to insure proper credit.

Mail to:

Geiger & Loria Reporting Service
2408 Park Dr., Suite B
Harrisburg, PA 17110

TOTAL DUE:**265.75**

5 079 TB

MLP REPORTING C.
 413 N. VESPER ST 3RD FLOOR
 LOCK HAVEN, PA 17745
 (570) 748-1041 (814) 234-0775
 TAX I.D.: 23-2674540

Invoice

DATE

INVOICE #

7/13/01**31068****BILL TO:**

MAYERS, MENNIES & SHERR
Anthony R. Sherr, Esquire
Building A, Suite 330
3031 Walton Road
Blue Bell, PA 19422-0440

P.O. NUMBER

TERMS

PROJECT

N071001-1A**Net 30**

Q JANTITY

DESCRIPTION

RATE

AMOUNT

Corneal -v- Jackson Township, et al.**Service Date: 7/10/01****Deposition of:****TERRY WILLIAMS, ESQUIRE****83 Pages - Original****2.70****224.10****10 Pages - Exhibits @ .15 page****DAVID SIMPSON****35 Pages - Original****2.70****94.50****3 Pages - Exhibits @ .15 page****Condensed Transcripts - Complimentary****Attendance:****40.00****40.00****Subtotal:****358.60****13 Exhibits****0.15****1.95****Postage & Handling****3.76****3.76****TOTAL****\$364.31**

*****INVOICE*****

Sargent's Court Reporting Service, Inc.
210 Main Street
Johnstown, PA 15901
(814) 536-8908
Tax I.D. #25-1794603

INVOICE NUMBER: 0359148-IN

INVOICE DATE: 07/19/01

SHIP VIA:

MAYERS AND MENNIES
3031 WALTON ROAD BUILDING A
SUITE 330
PO BOX 1547
Blue Bell PA 19422 0440

CUSTOMER NO: MAY0016
ATTORNEY: SHERR

CORNEAL VS JACKSON

TERMS:
NET UPON RECEIPT

DESCRIPTION	AMOUNT
DAVID B. CORNEAL and SANDRA Y. CORNEAL VS JACKSON TOWNSHIP, et al.	
DEPOSITION OF RALPH WEILER ON 06.29.01 IN PETERSBURG, PA	
COPY	93.60
POSTAGE & HANDLING	6.00



PLEASE INCLUDE INVOICE NUMBER
ON CHECK FOR PROPER CREDIT

INVOICE TOTAL:

99.60

SARGENT'S ACCEPTS MASTERCARD AND VISA
CALL (814) 536-8908 EXT 12 FOR DETAILS

BARBARA DONATELLI

COURT REPORTER

Suite 1905
1616 Walnut Street
Philadelphia, Pennsylvania 19103

(215) 546-7020
Fax: (215) 545-9497

November 5, 2001

DATE _____

01-416

INVOICE NO. _____

TAX I.D.# 167-32-5865

TO: Anthony R. Sherr, Esquire
Mayers, Mennies and Sherr
3031 Walton Road
Building A. Suite 330
Blue Bell, Pa., 19422-0440

TERMS: \$10.00 Service Charge after 30 days.

FOR SERVICES RENDERED
IN THE MATTER OF:

Corneal vs. Jackson Township, et al

Depositions of George W. Fasic and Allen G. Heist
taken on October 19, 2001

Original and one copy of deposition transcripts
consisting of a total of 76 pages and 33 exhibits: \$234.60

One condensed transcript no charge

\$234.60

PAY THIS AMOUNT _____

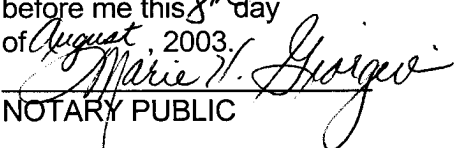
AFFIDAVIT

I, Anthony R. Sherr, Esquire, being duly sworn according to law, depose and say that I am the attorney for Defendants and as such am duly authorized to take this Affidavit; that the facts set forth below are true and correct to the best of my knowledge, information and belief.

MAYERS, MENNIES & SHERR, LLP

BY: 
ANTHONY R. SHERR, ESQUIRE

Sworn to and subscribed
before me this 8th day
of August, 2003.


NOTARY PUBLIC

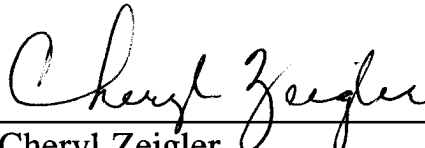
Notarial Seal
Marie V. Giorgio, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 4, 2006

Member, Pennsylvania Association Of Notaries

CERTIFICATE OF SERVICE

I, Cheryl Zeigler, hereby certify that on the 8th day of August 2003, a true and correct copy of Defendants, Jackson Township, W. Thomas Wilson, Michael Yoder, Ralph Weiler, Barry Parks, David Van Dommelen and Ann I. Wirth's Bill of Costs was served by first class regular mail, postage prepaid upon the following:

Bridget E. Montgomery, Esquire
Adam M. Shienvold, Esquire
Eckert, Seamans Cherin & Mellott
213 Market Street, 8th Floor
Harrisburg, PA 17101

BY: 
Cheryl Zeigler
Legal Assistant to Anthony R. Sherr